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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF VENTURA**

JULIAN UNRUH,

Plaintiff,

vs.

SIVAGANESH MULLAPUDI, an individual,  
and DOES 1 through 100, inclusive,

Defendants.

Case No.

**COMPLAINT FOR FRAUD & DECEIT**

**COMES NOW** Plaintiff JULIAN UNRUH who complains and alleges as follows:

**GENERAL ALLEGATIONS**

1. Plaintiff JULIAN UNRUH is, and at all times mentioned in this complaint was, an individual residing in the County of Los Angeles, State of California.

2. Defendant SIVAGANESH MULLAPUDI ("MULLAPUDI") is, and at all times mentioned in this Complaint was, an individual residing in the County of Ventura, State of California, but has conducted business throughout the County of Los Angeles.

3. Defendants DOES 1-100, inclusive, are sued herein under fictitious names. Their true names

1 and capacities are unknown to Plaintiff. When their true names and capacities are ascertained, Plaintiff will  
2 amend this Complaint by inserting their true names and capacities herein. Plaintiff is informed and believes  
3 and thereon alleges, that each of the fictitiously named Defendants are responsible in some manner for the  
4 occurrences herein alleged, and that Plaintiff's damages as herein alleged were proximately caused by those  
5 Defendants.  
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7 4. Plaintiff is informed and believes and thereon alleges that at all times herein mentioned,  
8 Defendants ROES 1-100 were the agents, servants, and employees of their codefendants, and in doing the  
9 things hereinafter alleged were acting within the course and scope of their authority as such agents, servants,  
10 and employees, and with the permission and consent of their codefendant.  
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12 5. Based on information and belief, MULLAPUDI intentionally and knowingly conspired and  
13 agreed, between themselves and with two now-defunct corporations, Megamastermind, Inc. and Mandoser,  
14 Inc. to engage in wrongful acts, omissions, and misrepresentations alleged in this Complaint.  
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16 6. Plaintiff is informed and believes and thereon alleges that Defendant MULLAPUDI is and at  
17 all times mentioned herein was, one of the owners, directors, and officers of Megamastermind, Inc. and  
18 Mandoser, Inc.  
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20 7. Plaintiff alleges that there exists, and at all times there existed, a unity of interest in  
21 ownership between Megamastermind, Inc. and Mandoser, Inc. and MULLAPUDI. Plaintiff's information is  
22 based on the fact that Megamastermind, Inc. and Mandoser, Inc. share common ownership and were created  
23 solely to engage in the fraudulent acts set forth in this Complaint. As such, Plaintiff is informed and believes  
24 and thereon alleges that Mastermind, Inc. and Mandoser, Inc. were created as a mere shell and is the conduit  
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1 for a single venture to shield the individual Defendants and common owners of Megamastermind, Inc. and  
2 Mandoser, Inc. from any personal liability for the allegations contained in this Complaint. For these reasons,  
3 adherence to the fiction of the separate existence of Megamastermind, Inc. and Mandoser, Inc. as distinct and  
4 separate from the individual Defendants would promote an injustice.  
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### 6 7 The Berendo Property Investment

8 8. On or around March, 2017, the Plaintiff was provided an email regarding an investment in  
9 the real property located at 1909 North Berendo Street, Los Angeles, CA 90027 (the "Berendo Property").  
10 This email was thereafter forwarded to a third party named Nayareh Khankhanian ("Khankhanian") from  
11 Plaintiff. Plaintiff was involved on the construction side of many projects involving the Defendant. At no  
12 time did Plaintiff ever receive any monetary compensation from either Megamastermind, Inc., Mandoser,  
13 Inc., the Defendants, or Pritam Sinha, a now deceased owner of Megamastermind, Inc. and Mandoser, Inc.  
14 who committed suicide, for anything other than construction work performed on various projects.  
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16 9. Plaintiff would receive information on investing opportunities for real estate projects in  
17 which the Defendants and Megamastermind, Inc. and Mandoser, Inc. would seek financing. Plaintiff would  
18 then pass this information onto investors who may be interested in such opportunities; one these investors  
19 was Khankhanian. Plaintiff is informed and believes and thereon alleges that all paperwork, escrow  
20 documents, financing documents, deeds, etc. between the investors were done directly with the Defendants  
21 and Megamastermind, Inc. and Mandoser, Inc.; at no time was Plaintiff a signatory to any of the loan  
22 documents, escrow documents, financing documents, etc. If the ultimate investment was successful Plaintiff  
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1 would receive compensation directly from Khankhanian once she recouped some or all of her investment on  
2 a monthly basis.

3 10. Megamastermind, Inc., Mandoser, Inc. and the Defendant represented to the Plaintiff that:

4 a. The Berendo Property, purchased at \$1,005,000.00 would be valued at \$1,700,000.00  
5 after spending \$250,000.00 to rehabilitate or renovate the Berendo Property;  
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7 b. That Khankhanian would receive 15% interest on the \$185,000.00 financing required  
8 to renovate the Berendo Property;

9 c. That the Mandoser 1909 North Berendo Street Trust (the "Mandoser Trust") owns a  
10 \$185,000.00 promissory note and deed of trust dated January 20, 2017, secured by a second deed of trust  
11 recorded in the Office of the Recorder of Los Angeles County on January 30, 2017;  
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13 d. That Khankhanian's investment would be secured by a second deed by assigning a  
14 100% interest in the Mandoser Trust, which allegedly owned a \$185,000.00 secured promissory note, to  
15 Khankhanian;

16 e. That the Mandoser Trust's second deed of trust sat only behind a first deed of trust in  
17 the amount of \$100,000; and  
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19 f. Megamastermind, Inc. already owned the Berendo Property so there will never be a  
20 need to foreclose.

21 (collectively, the "Berendo Property Representations").

22 11. Relying on the representations of the Defendants, Megamastermind, Inc. and Mandoser, Inc.,  
23 Khankhanian wired \$185,000.00 to Mandoser, Inc. on March 6, 2017, as directed by the Defendants and the  
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1 corporate defunct entities; none of this money was sent to the Plaintiff.

2 12. A document was prepared by Defendants and Megamastermind, Inc. and Mandoser, Inc. and  
3 sent to Khankhanian purporting to assign her a 100% interest in the Mandoser Trust which allegedly owned  
4 a \$185,000.00 promissory note secured by a second deed of trust on the Berendo Property.  
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6 13. In time the Plaintiff learned that the representation made to him, as well as the representation  
7 made directly to Khankhanian, were false.

8 14. Unbeknownst to the Plaintiff, Megamastermind, Inc. had purchased the Property with a  
9 \$1,003,750.00 loan secured by a first deed of trust (the "First Loan").  
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11 15. Because the First Loan and deed of trust was never disclosed to the Plaintiff, nor to  
12 Khankhanian, Plaintiff was unaware that the investment being made by Khankhanian, assumed to be secured  
13 by a second deed of trust in the amount of \$185,000.00, was actually secured by a third deed of trust in the  
14 name of Mandoser Trust.

15 16. Based on information and belief the Defendants failed to timely renovate the Berendo  
16 Property. As a result of the delay, the Berendo Property fell in danger of foreclosure as the First Loan  
17 matured and became due. Plaintiff had no knowledge of the danger of foreclosure.  
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19 17. Unbeknownst to the Plaintiff, Megamastermind, Inc. and Mandoser, Inc. had gathered  
20 another group of investors who also invested \$185,000.00 in the Berendo Property's rehabilitation (the  
21 "Other Investors") before Khankhanian's investment. Based on information and belief the Other Investors  
22 also received the same trust documents that were provided to the Plaintiff from the Defendant. The Plaintiff  
23 had no knowledge that the Defendant and Megamastermind, Inc. and Mandoser, Inc. had Other Investors  
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1 who purportedly were provided the same documents as the Plaintiff.

2 18. While the Berendo Property was at risk of foreclosure, Pritam Sinha, an owner of  
3 Megamastermind, Inc. and Mandoser, Inc. committed suicide.

4 19. Ultimately, the Berendo Property went into foreclosure from the First Loan thereby clearing  
5 the title from all junior lienholders which included, but was not limited to, the Other Investors. Furthermore,  
6 any interest that Khankhanian would have received had her deed of trust been recorded and placed as a  
7 second against the Berendo Property would have also been foreclosed upon since the sale of the property was  
8 not enough to cover the First Loan as well as the junior lienholders.  
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10 The Sherman Oaks Property Investment

11 20. In April of 2017 the Plaintiff and Khankhanian were presented with another investment  
12 opportunity by the Defendant. The opportunity was to invest in the real property located at 4060 De La  
13 Cumbre, Sherman Oaks California 91423 (the "Sherman Oaks Property"). This investment required  
14 \$267,000 in financing to renovate.  
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16 21. Defendant, individually and on behalf of Megamastermind, Inc. and Mandoser, Inc.  
17 represented to the Plaintiff and Khankhanian that:  
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19 a. The Sherman Oaks Property, purchased at \$1,189,000.00 would be valued at  
20 \$1,750,000 after spending \$117,000.00 to rehabilitate or renovate the Sherman Oaks Property;

21 b. Khankhanian would receive 15% interest on her investment financing required to  
22 renovate the Sherman Oaks Property;  
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1           c.       That the Mandoser 4060 Camino De La Cumbre Trust (the "4060 Trust") owned a  
2 \$266,000 promissory note secured by a second deed of trust on the Sherman Oaks property  
3 recorded on April 11, 2017 in the Office of the Recorder of Los Angeles County;

4           d.       Khankhanian's investment would be secured by a second deed of trust by assigning  
5 a 56.39% partial interest in the 4060 Trust to Khankhanian.  
6  
7 (collectively, the "Sherman Oaks Property Representations").

8       22.     The information containing these representations were provided to the Plaintiff from the  
9 Defendant and merely forwarded to Khankhanian for her review.

10       23.     Relying on the representations made by the Defendants, Megamastermind, Inc. and  
11 Mandoser, Inc., Khankhanian wired \$150,000.00 to Mandoser, Inc. on April 10, 2017. In return  
12 Khankhanian was provided a document purporting to assign to her a 56.39% beneficial interest in the  
13 4060 Trust which held 100% interest in the deed of trust.

14       24.     As with the Berendo investment, Plaintiff is informed and believes and thereon alleges that  
15 all paperwork, escrow documents, financing documents, deeds, etc. between the investors were done directly  
16 with the Defendants and Megamastermind, Inc. and Mandoser, Inc.; at no time was Plaintiff a signatory to  
17 any of the loan documents, escrow documents, financing documents, etc. If the ultimate investment was  
18 successful Plaintiff would receive compensation directly from Khankhanian once she recouped some or all  
19 of her investment on a monthly basis. The Plaintiff never received any compensation for forwarding the  
20 investment opportunity to Khankhanian from either the Defendant, Megamastermind, Inc. or Mandoser, Inc.  
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25. In time, the Plaintiff learned that the Sherman Oaks Property representations were false.

26. Unbeknownst to the Plaintiff, there were two senior deeds of trust for a total amount of \$1,158,200.00 recorded ahead of the 4060 Trust's deed of trust; this information was never disclosed to the Plaintiff. As a result, like the Berendo Property, Khankhanian's investment in the 4060 Trust was secured by a third deed of trust rather than a second deed of trust. In fact, the Assignment of Trust document provided to the Plaintiff and Khankhanian from the Defendants falsely stated that the deed of trust was recorded on April 1, 2017. In reality, the deed of trust was recorded on May 23, 2017.

27. At the same time, on May 23, 2017, Megamastermind and/or Mandoser assigned the deed of trust held by the 4060 Trust to the minority investors without the consent of the Plaintiff or Khankhanian as required by the express terms of the assignment documents prepared by the Defendants and provided to Khankhanian.

28. Based on information and belief, the Sherman Oaks Property could not be renovated as planned due to permitting issues and building and city code violations that existed before Khankhanian's investment in the Sherman Oaks Property; a material fact never disclosed to either the Plaintiff or Khankhanian. As a result of the delay or inability to renovate and sell the Sherman Oaks Property, the Sherman Oaks Property fell in danger of foreclosure as the more senior loans became do. Neither Defendants informed the Plaintiff or Khankhanian that the Sherman Oaks Property was in danger of default.

29. The Sherman Oaks Property was eventually foreclosed upon by the holder of the first deed of trust. All junior lienholders were wiped out as a result of this foreclosure. This included, but was not



1 limited to, Khankhanian. Furthermore, any interest that Khankhanian would have received had her deed of  
2 trust been recorded and placed as a proper lien against the Sherman Oaks Property would have also been  
3 foreclosed upon since the sale of the property was not enough to cover the junior lienholders.  
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5 **FIRST CAUSE OF ACTION FOR FRAUDULENT CONCEALMENT**  
6 (Against all Defendants)

7 30. Plaintiff realleges and incorporates herein by reference paragraphs 1 through 29, inclusive.

8 31. Defendants, and each of them, acting on behalf of Megamastermind, Inc., and Mandoser,  
9 Inc., represented that they were real estate investment brokers and were in the business of raising money  
10 for the purpose of buying and selling real estate. As such, the Defendants owed Plaintiff a fiduciary duty  
11 of care with respect to the presentation of truthful information regarding real estate investment  
12 opportunities.

13 32. Based on information and belief, Defendants, individually and on behalf of  
14 Megamastermind, Inc. and Mandoser, Inc., intentionally failed to disclose the following to the Plaintiff:  
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16 a. The number and amount of secured loans senior to Khankhanian's investment  
17 concerning the Berendo Property and the Sherman Oaks Property;

18 b. The existence of the Other Investors in the Berendo Property in the grant deed and  
19 full reconveyance concerning the Berendo Property in the Other Investors;

20 c. The full assignment of the 4060 Trust to the minority investors in the Sherman  
21 Oaks Property without the Plaintiff's or Khankhanian's consent;  
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23 d. That the Berendo Property and the Sherman Oaks Property were 100% financed;  
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1 e. That the Berendo Property and the Sherman Oaks Property were in danger of  
2 default or foreclosure;

3 f. That the Defendants never had any intention of recording any documents  
4 evidencing Khankhanian's interest in the properties;

5 g. That the Defendants were seeking funding from other people using the same  
6 lending documents and Assignment provided to the Plaintiff and Khankhanian.  
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8 (collectively, the "Concealments").

9 33. Plaintiff was unaware of the Concealments when the Plaintiff forwarded the investment  
10 opportunity with respect to each property to Khankhanian who then provided loans for both the Berendo  
11 Property and the Sherman Oaks Property to Megamastermind, Inc., Mandoser, Inc. and the Defendants.  
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13 34. If the Defendants would have disclosed the Concealments the Plaintiff would not have  
14 forwarded the investment opportunity to Khankhanian to make such investments.

15 35. As a proximate cause of the Defendants concealment of material facts as set forth above,  
16 the Plaintiff was harmed and suffered damages in the amount of \$150,000.00.  
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18 36. In engaging in the acts set forth above Defendants acted with full knowledge of the  
19 consequences and damages that would foreseeably be caused by the Defendants' actions, and this conduct  
20 was willful, oppressive, and malicious as defined in *Civil Code* section 3294 such that Plaintiff should  
21 recover punitive damages in an amount to be determined at trial.

22 **WHEREFORE**, Plaintiff prays for judgment against Defendants, and each of them, as follows:  
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**AS TO THE FIRST CAUSE OF ACTION**

1. For general damages in the amount of \$150,000.00;
2. For interest on said general damages at the legal rate;
3. For punitive damages;
4. For costs of suit incurred herein;
5. For such other and further relief as the court may deem just and proper.

DATED: October 13, 2020

ROSEN and LOEB

By: 

John T. Medlen, Esq.  
Attorneys for Plaintiff